

Exhibit G

Defendant Mueller Signing Contract with Newport Beach for \$8,150,000 in 2023  
(with highlights)

C-8582-2

**AMENDMENT NO. ONE TO  
PURCHASE, INSTALLATION, AND MAINTENANCE AGREEMENT  
WITH MUELLER SYSTEMS, LLC FOR  
AUTOMATED METER INFRASTRUCTURE FOR CITY WATER METERS**

THIS AMENDMENT NO. ONE TO PURCHASE, INSTALLATION, AND MAINTENANCE AGREEMENT ("Amendment No. One") is made and entered into as of this 25th day of May, 2023 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and MUELLER SYSTEMS, LLC, a Delaware limited liability company ("Contractor"), whose address is 1200 Abernathy Road NE, Suite 1200, Atlanta, Georgia 30328, and is made with reference to the following:

**RECITALS**

- A. On June 9, 2020, City and Contractor entered into a Purchase, Installation, and Maintenance Agreement ("Agreement") for an Automated Meter Infrastructure ("AMI") solution as detailed in the Scope of Work of Exhibit A of the Agreement consisting of approximately twenty-six thousand six hundred eighty (26,680) meters following the initial proof of performance and related infrastructure ("Project").
- B. The parties desire to enter into this Amendment No. One to extend the term of the Agreement to June 30, 2024.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. TERM**

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2024, unless terminated earlier as set forth herein."

**2. INTEGRATED CONTRACT**

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

**[SIGNATURES ON NEXT PAGE]**

City of Newport Beach

IN WITNESS WHEREOF, the parties have caused this Amendment No. One to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

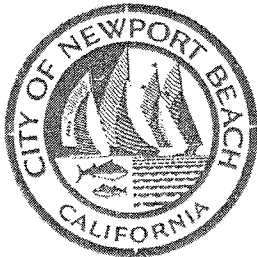
Date: 5/18/23

By: [Signature]  
Aaron C. Harp  
City Attorney

**ATTEST:**

Date: 6/12/2023

By: [Signature]  
Leilani I. Brown  
City Clerk



**CITY OF NEWPORT BEACH,  
a California municipal corporation**

Date: 6/8/23

By: [Signature]  
Grace K. Leung  
City Manager

**CONTRACTOR: MUELLER SYSTEMS,  
LLC, a Delaware limited liability company**

Date: \_\_\_\_\_

By: [Signature]  
Eric Stacey  
Vice President/General Manager

Date: MAY 31/2023

By: [Signature]  
Chason Carroll  
Assistant Secretary

[END OF SIGNATURES]

**PURCHASE, INSTALLATION, AND MAINTENANCE AGREEMENT  
WITH MUELLER SYSTEMS, LLC FOR  
AUTOMATED METER INFRASTRUCTURE FOR CITY WATER METERS**

**THIS PURCHASE, INSTALLATION, AND MAINTENANCE AGREEMENT** ("Agreement") is made and entered into as of this 9th day of June, 2020 ("Effective Date") by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and Mueller Systems, LLC, a Delaware limited liability company ("Contractor"), whose principal place of business is 1200 Abernathy Road NE, Suite 1200, Atlanta, Georgia 30328 and is made with reference to the following:

**RECITALS**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Contractor to provide an Automated Meter Infrastructure ("AMI") solution as detailed in the Scope of Work attached hereto and incorporated herein as Exhibit "A" ("Project"), consisting of approximately twenty-six thousand six hundred eighty (26,680) meters following the initial proof of performance and related infrastructure.
- C. The United States Bureau of Reclamation ("USBR") has awarded the City of Newport Beach a "Water Smart" grant in the amount of One Million Four Hundred Ninety Nine Thousand Dollars and 00/100 (\$1,499,000.00) ("Grant") to assist in offsetting the total cost of the Mueller Advanced Metering Infrastructure Project; the USBR has identified water savings capabilities with the AMI Project that necessitated the awarding of the grant to the City.
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by the City for the Project, is familiar with all conditions relevant to the performance of services and has committed to perform all work required for the price specified in this Agreement.
- E. City has solicited and received a proposal from Contractor, has reviewed the previous experience and evaluated the expertise of Contractor, and desires to retain Contractor to render professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. SCOPE OF WORK**

1.1 Contractor shall provide all tangible items and perform all the services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference. As a material inducement to the City entering into this Agreement, Contractor

City of Newport Beach

represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used under reasonably competent practitioners of the same discipline under similar circumstances and that all materials will be of good quality.

1.2 Contractor shall perform everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary for the Project.

1.3 In consideration of the payment of the purchase price and subject to all the terms and conditions hereof, Contractor shall furnish, install, and maintain an AMI solution (hereinafter referred to as "Solution"), as listed and set forth in the Scope of Work attached hereto as Exhibit "A" ("Work" or "Services").

## **2. TIME OF PERFORMANCE**

2.1 Time is of the essence in the performance of services under this Agreement and Contractor shall complete the Project installation, implementation and acceptance testing within the time set forth in Exhibit "A". The failure by Contractor to meet this schedule may result in termination of this Agreement by City as outlined in Section 18 below.

2.2 Force Majeure. The time period(s) specified in Exhibit "A" for performance of services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor shall within ten (10) days of the commencement of such delay notify City in writing of the cause of the delay. This section shall also include causes in relation to the existing national COVID-19 pandemic. City shall ascertain the facts and extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in performance of this Agreement, however caused, Contractor may extend the Agreement pursuant to this Section.

## **3. TERM**

Unless earlier terminated in accordance with Section 19 of this Agreement, this Agreement shall continue in full force and effect until completion of the services agreed to herein or until June 30, 2023, whichever occurs first.

## **4. COMPENSATION**

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates as set forth in Exhibit "B" attached hereto and incorporated herein by reference.

Contractor's compensation for all Work performed in accordance with this Agreement, including all reimbursable items, subcontractor fees, for a base contract amount of Seven Million Eight Hundred Thirty Seven Thousand One Hundred Seventy Three Dollars and 14/100 (\$7,837,173.14), and 2% allocation for bonding in the amount of One Hundred Fifty Six Thousand Seven Hundred Forty Three Dollars and 46/100 (\$156,743.46), and a 2% contingency in the amount of One Hundred Fifty Six Thousand Eighty Three Dollars and 40/100 (\$156,083.40), which shall not exceed **Eight Million One Hundred Fifty Thousand Dollars and 00/100 (\$8,150,000.00)** without prior written amendment authorization from City. City shall not be obligated to purchase all items at such quantities provided in Exhibit "B". No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Contractor no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit "B" to this Agreement or specifically approved in writing in advance by City.

4.4 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit "B."

4.5 Contractor shall provide City with a minimum fourteen (14) days' notice of its dates of installation to enable the City to prepare the installation sites for the Solution in accordance with the instructions of Contractor. The City shall complete site preparation prior to the date of installation of the Solution, and the site shall thereafter be available for inspection and approval. All costs and expenses related to the site preparation shall be at the sole expense of City. City's site preparation shall include, but is not limited to:

- (a) Preparing maps and scouting potential data collector locations; and
- (b) Performing meter box surveys.

4.6 The reporting requirements of City's USBR Grant are attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall use its best efforts to coordinate with City to assist in City's obligations to USBR in relation to the Grant.

4.7 Taxes: The fees payable to Contractor are set forth in the Schedule of Billing Rates included within Exhibit B do not include any taxes, including, without limitation, sales,